

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 84	
2. CONTRACT NO.		3. SOLICITATION NO. N00167-00-R-0054		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 20 Sep 2000	6. REQUISITION/PURCHASE NO. 01104988	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK DIVISION CODE 3321, ROGER BRANSTITER 9500 MACARTHUR BLVD. WEST BETHESDA, MD 20817-5700			CODE N00167	8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>6</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 121, Room 214</u> until <u>14 00</u> local time <u>07 Nov 2000</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME ROGER BRANSTITER		B. TELEPHONE (Include area code)(NO COLLECT CALLS) 301-227-5782		C. E-MAIL ADDRESS BranstiterRN@nswccd.navy.mil	
11. TABLE OF CONTENTS							
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001					

Technology development analysis

CPFF - support services in the area of ship signatures in accordance with the Statement of Work (SOW), Section C.

ESTIMATED COST

FIXED FEE

TOTAL COST PLUS FIXED FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0002					

Data In accordance with DD Form 1423 Exhibit A

CPFF - attached to this contract or to individual Task Orders under this contract.

* Not Separately Priced - Included in CLIN 0001

ESTIMATED COST

FIXED FEE

TOTAL COST PLUS FIXED FEE

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
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0003

SUPPORT COSTS

CPFF - consisting of materials, travel and computer usage, inclusive of burden and/or G&A only, no fee.

* NTE - Not To Exceed Amount

ESTIMATED COST

FIXED FEE _____

TOTAL COST PLUS FIXED FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
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0004

SUBCONTRACT

CPFF - Subcontracting - Inclusive of burden and/or G&A only (no fee)

* NTE - Not To Exceed Amount

ESTIMATED COST

FIXED FEE _____

TOTAL COST PLUS FIXED FEE

TOTAL ESTIMATED COST FOR CLINS 0001,0002,0003, AND 0004 _____

FIXED FEE (APPLIED TO CLIN 0001 ONLY) _____

TOTAL _____

NSP – Not Separately Priced, included in the cost of CLIN 0001.

NTE – Not to Exceed

Contract type: Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (Completion) type contract which provides for the issuance of Task Orders during the period from date of award of the contract through sixty (60) months thereafter.

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This solicitation does not incorporate any options.

As referred to in paragraph (b) clause 52.216-22 entitled "Indefinite Quantity", the contract minimum is a total of \$10,000.00 worth of orders; the maximum quantity is the Total Amount for all CLINs. The Maximum quantity is not to be exceeded without prior approval from the Contracting Officer.

Note (1): CLIN 0004 provides for subcontracting effort not specifically identified at the time of submission of the original proposal which may subsequently be required after contract award. Offerors proposing to team with subcontractors to meet stated personnel requirements must include those subcontractor costs under the appropriate direct labor category and identify the number of hours to be provided by the subcontractor as part of the response for CLIN 0001.

The Government will provide GFE/GFM as may be required for performance of the services under this contract to the maximum extent possible.

In accordance with FAR 22.605(a)(5) AND Contract Clause 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996), as regards supplies and material under CLIN 0003, the contractor shall:

- 1) ensure that any material/hardware items, that cannot be obtained as GFE/GFM, are obtained from manufacturers or regular dealers of these items in accordance with FAR 22.602.
- 2) obtain competition (items valued over \$2,500.00) whenever possible and shall report to the Contracting Officer the extent of competition sought; obtained, and efforts to ensure future competition for materials/hardware.

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SECTION C Descriptions and Specifications

SPECIFICATION FOR ENGINEERING AND TECHNICAL SUPPORT SERVICES

1.0 Introduction:

Carderock Division, Naval Surface Warfare Center, (NSWCCD) is responsible for theoretical and applied research efforts to enhance the structural and acoustic posture of U.S. Navy ships. Research, Development and fleet support efforts are conducted in such areas as materials design and testing, new ship/system designs, measurement and analysis of structural data, vibration analysis, radiated and structureborne noise improvements, and shock analysis and testing.

The contractor shall perform task assignments within the general scope of work described in the following paragraphs. The scope of work will include the conduct of stealth technology development, ship design application, and other analyses in support of the USS VIRGINIA (SSN774) and follow-on submarine programs, advanced signature reduction technology development and related Navy programs. The principal focus will be on submarine acoustic stealth R&D support involving full consideration of the unique cost-reduction, special mission, design philosophy, and other major issues of submarine programs. Technology developments are being accomplished in three major areas: hydroacoustic signatures; target strength (TS) signatures; and propulsor signatures. The objective of the R&D is development and effective application of advanced technology to achieve submarine acquisition cost containment, operational performance, and other program goals. The contractor shall evaluate advanced technologies, define and assess specific technology initiatives and approaches, and provide implementation-support documentation to realize technology potentials.

2.0 Scope:

The contractor shall provide technical support within the scope of the following task areas. Task deliverables will consist of documentation, data and materials in accordance with the task statement and the Contract Data Requirements List (Form DD 1423) of the base contract.

2.1 Task Area A Hydroacoustic Signatures:

The following efforts will be accomplished:

2.1.1 Review potential submarine radiated, platform, and sonar self-noise signature reduction technologies; Review and evaluate submarine hydroacoustic technology transition alternatives; Conduct technology maturity, risk, practicality, transition feasibility and related assessments and develop recommendations. Develop and document technical and programmatic approaches for submarine hydroacoustic signature reduction technology development and exploitation. Prepare plan of action and milestones (POA&M) and program planning support documentation.

2.1.2 Review submarine hydroacoustic signature reduction technology ship design applications, tradeoffs and ship impacts. Conduct design concept maturity, risk and related assessments. Prepare and document design concept development recommendations. Prepare design component development plans, and R&D planning documentation.

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2.1.3 Review and analyze submarine program hydroacoustic performance goals. Define and document technical objectives to support performance goal achievement. Identify and organize multi-disciplinary technical efforts to accomplish the necessary R&D products. Analyze ship design milestones and define design input needs. Conduct schedule, cost, risk and related technical assessments of the major elements impacting R&D success. Develop documentation which identifies and documents controlling interactions among participating elements. Develop integrated multi-organization hydroacoustic R&D program documentation.

2.1.4 Review and evaluate submarine hydroacoustic signature R&D program technical developments and progress. Conduct schedule, cost, risk and technical assessments. Develop and document technical and programmatic recommendations to support achievement of program goals. Develop program progress reports and management support documentation.

2.1.5 Analyze submarine hydroacoustic signature reduction program technical, performance, cost, schedule and ship design support issues. Develop analysis assessments and documentation. Develop submarine signature R&D and ship design program support documentation including POA&Ms, memoranda of agreement/understanding (MOA/MOU), Test and Evaluation (T&E) plans and program technical, schedule and financial reports.

2.1.6 Review potential submarine hydroacoustic signature reduction ship design support computational tool technology applications. Conduct technology maturity, risk, transition feasibility and related assessments. Develop and document integrated approaches for computational tool development and validation. Prepare POA&M, MOA/MOU, program plan and model validation plans.

2.2 Task Area B Target Strength Signatures:

The following efforts will be accomplished:

2.2.1 Review and evaluate potential submarine target strength signature reduction technologies; Review and evaluate submarine target strength technology transition alternatives; Conduct technology maturity, risk, practicality, transition feasibility and related assessments and develop recommendations. Develop and document technical and programmatic approaches for submarine target strength signature reduction technology development. When any property for which the Government is responsible is replaced or repaired, the Contracting

2.2.2 Review submarine target strength signature reduction technology ship design applications, tradeoffs and ship impacts. Conduct design concept maturity, risk and related assessments. Prepare and document design concept development recommendations. Prepare design component development plans, and R&D planning documentation.

2.2.3 Review and analyze submarine program target strength performance goals. Define and document technical objectives to support performance goal achievement. Identify and organize multi-disciplinary technical efforts to accomplish the necessary R&D products. Analyze ship design milestones and define design input needs. Conduct schedule, cost, risk and related technical assessments of the major elements impacting R&D success. Develop documentation which identifies and documents controlling interactions among participating elements. Develop integrated multi-organization target strength R&D program technical plans and program management support documentation.

2.2.4 Review and evaluate submarine target strength signature R&D program technical developments and progress. Conduct schedule, cost, risk and technical assessments. Develop and document technical and

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programmatic recommendations to support achievement of program goals. Develop program progress reports and management support documentation.

2.2.5 Analyze submarine target strength signature reduction program technical, performance, cost, schedule and ship design support issues. Develop analysis assessments and documentation. Develop submarine target strength signature R&D and ship design program support documentation including POA&Ms, memoranda of agreement/understanding (MOA/MOU), Test and Evaluation (T&E) plans and program technical, schedule and financial reports.

2.2.6 Conduct technical and performance analyses covering target strength signature sources, performance impact, signature mitigation mechanisms and ship impact.

2.3 Task Area C Propulsor Signatures:

The following efforts will be accomplished:

2.3.1 Review and analyze submarine program propulsor acoustic performance goals. Define and document technical objectives to support performance goal achievement. Identify, organize and document multidisciplinary technical efforts to accomplish the necessary R&D products. Conduct schedule, cost, risk and related technical assessments of the major elements impacting R&D success. Identify and document controlling interactions among participating elements. Develop integrated propulsor acoustic R&D program technical plans. Prepare plan of action and milestones (POA&M) and program planning support documentation.

2.3.2 Review and evaluate submarine propulsor acoustic signature R&D program technical developments and progress. Conduct schedule, cost, risk and technical assessments. Develop and document technical and programmatic recommendations to support achievement of program goals. Develop program progress reports and management support documentation.

2.3.3 Analyze submarine propulsor acoustic signature reduction program technical, performance, cost, schedule and ship design support issues. Develop analysis assessments and documentation. Develop submarine signature R&D and ship design program support documentation including POA&Ms, memoranda of agreement/understanding (MOA/MOU), Test and Evaluation (T&E) plans and program technical, schedule and financial reports.

2.3.4 Compile, organize and document submarine propulsor acoustic design guidance support information. Develop and recommend documentation formats for translating design guidance information into parameters that can be utilized in propulsor hydrodynamic and structural design. Develop and document propulsor acoustic design guidance documentation.

2.3.5 Review potential submarine propulsor acoustic signature reduction ship design support computational tool technology applications. Conduct technology maturity, risk, transition feasibility and related assessments. Develop and document integrated approaches for computational tool development and validation.

2.3.6 Design, demonstrate and document computational tool technology to support integrated acoustic computational models and related computational model developments.

2.3.7 Conduct test planning evaluate and document test results for open and compound propulsors.

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2.4 Task Area D ISMS:

The following efforts will be accomplished:

2.4.1 Identify, organize and document multi-disciplinary technical efforts to accomplish the necessary INTERMEDIATE SCALE MEASUREMENT PROGRAM/SYSTEM (ISMP/S) R&D products. Conduct schedule, cost, risk and related technical assessments of the major elements impacting R&D success. Identify and document controlling interactions among participating elements and provide recommendations for achieving R&D program and ISMP program goals. Prepare ISISMP progress reports and management support documentation.

2.4.2 Review and evaluate ISMS technical requirements for supporting facility user R&D programs. Develop and document ISMS hardware, software and related recommendations to support achievement of R&D USER GOALS. Develop, document and demonstrate procedures for ISMS components necessary to accomplish test objectives.

2.4.3 Perform engineering and data analyses in support of ISMS experiment and test activities. Develop, demonstrate and document signal and data processing algorithms for use in the ISMS relating to planar waveforms, frequency coverage, calibrations, transmitted acoustic fields and other system operating characteristics. Participate in ISMS system configuration reviews and provide recommendations for system performance improvement and operating cost reduction.

2.4.4 Review potential ISMS user support applications and define and document specific efforts that could be accomplished for particular users. Define, assess and document ISMS and related facility modifications/upgrades to support new users and exploit ISMS capabilities.

2.5 Task Area E Signature Programs:

The following efforts will be accomplished in support of advanced submarine/ship/naval vehicle development, signature technology development and related programs:

2.5.1 Support definition and establishment of ship signature R&D projects. Review potential acoustic and non-acoustic signature reduction technologies. Conduct technology maturity, risk, practicality, transition feasibility and related assessments. Develop and document technical approaches for signature reduction technology development and exploitation. Perform analyses and document development and utilization of test facilities to support RDT&E. Develop POA&M, MOA/MOU, program plan, progress report, test plan, RDT&E, special issue report and program management support documentation. Accomplish ship sensor interface and performance assessments. Perform and document the results of ship signature issue analyses. Conduct special technical analyses and evaluations including planning, data acquisitions, and documentation.

3.0 Documentation:

3.1 Monthly Progress Reports:

Monthly progress reports shall be submitted to the COR describing by Delivery Order Tasking efforts performed, deliverables provided, and funds expended in the previous month.

3.2 Other Documentation:

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Other documentation, as described in the Contract Data Requirements List (CDRL) shall be submitted as required by Delivery Order Tasks. This includes documentation of the following types: technical reports, test plans, schedules, analyses documentation, POA&M, MOA or MOU, program plans, project progress reports, letter reports, and copies of viewgraph presentations.

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SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	APR 1984
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

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SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

The ordering period under the resultant contract shall be for a period of sixty (60) months from the date of award in accordance with 52.216-18 entitled "ORDERING" (OCT 1995) Specific delivery requirements shall be indicated in Task Orders when they are issued and the contractor may not be required to make deliveries under this contract after 90 days after the end of the contract ordering period in accordance with 52.216-22 entitled "INDEFINITE QUANTITY" (OCT 1995).

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SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor* at the following address:

_____ TO BE DETERMINED _____

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to _____ TBD _____.

Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms

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- (5) Procuring activity
(6) Date supplies provided or services performed
(7) Costs incurred and allowable under the contract
(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
(e) A DD Form 250, "Material Inspection and Receiving Report",
_____ is required with each invoice submittal.
_____ X is required only with the final invoice.
_____ is not required.
(f) A Certificate of Performance

_____ ** is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

* In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "contract auditor".

** Check appropriate requirements.

(End of clause)

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SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (JUN 1996) (NSWCCD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. This pricing form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is not overall reduction in the total estimated cost of the order.

PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.nslcptsmb.navy.mil/cparmenu.htm>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-

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day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals ;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

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SECTION I Contract Clauses

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52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
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52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
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52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
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52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
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52.246-23	Limitation Of Liability	FEB 1997
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52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.204-7005	Oral Attestation of Security Responsibilities	AUG 1999
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252.223-7004	Drug Free Work Force	SEP 1988
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252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
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252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	AUG 1998
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
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252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
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252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7005	Cost/Schedule Status Report	MAR 1998
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
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252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

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52.216-18 ORDERING. (OCT 1995)

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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of contract award** through **sixty (60) months thereafter**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order in excess of \$1,000,000.00;

(2) A series of orders from the same ordering office within **10** days that together exceed \$3,000,000.00.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the end of the ordering period.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.227-11 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)

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(a) Definitions.

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

(2) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(3) "Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(4) "Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(5) "Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Subject invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent application by Contractor. (1) The Contractor will disclose each subject invention to the Federal agency within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal

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agency within 2 years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure election, and filing under subparagraphs (c)(1), (2), and (3) of this clause may, at the discretion of the agency, be granted.

(d) Conditions when the Government may obtain title. The Contractor will convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that the agency may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.

(2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor and protection of the Contractor right to file. (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

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(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in the invention."

(g) Subcontracts. (1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor will include in all other subcontracts, regardless of tier, for experimental, developmental, or research work the patent rights clause required by Subpart 27.3.

(3) In the case of subcontracts, at any tier, the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on utilization of subject inventions. The Contractor agrees to submit, on request, periodic reports no

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more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it agrees that--

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions as the Contractor;

(2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

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(3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).

(l) Communications.

(Complete according to agency instructions.)

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

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(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

ANY WHICH EXCEED \$250,000.00

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

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(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

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(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract or

(ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

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(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

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(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(6) The lost, destroyed, or damaged Government property;

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(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

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(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "**Acquisition** savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

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(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

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"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

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(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

Contractor's Share of Net Acquisition Savings

[Figures in Percent]

Sharing arrangement				
Contract type	Incentive (voluntary)		Program requirement (mandatory)	
	Con-current and		Con-current and	
	Instant contract rate	future contract rate	Instant contract rate	future contract rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts).....	\1\ 50	\1\ 50	25	25

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Incentive (fixed-price or cost) (other than award fee).....	(\2\)	\1\ 50	(\2\)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts).....	\3\ 25	\3\ 25	15	15

\1\ The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

\2\ Same sharing arrangement as the contract's profit or fee adjustment formula.

\3\ The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

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(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

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(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.acq.osd.mil/dp/dars/dfars/html>.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

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(b) The use in this solicitation or contract of any **DFARS** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

ALL

(End of Clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)

(a) When placing orders under Federal Supply Schedules or Personal Property Rehabilitation Price Schedules, the Contractor shall follow the terms of the applicable schedule and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule or Personal Property Rehabilitation Price Schedule contractor).

(2) The following statement:

This order is placed under written authorization from **the NSWCCD Contracting Officer** dated _____. (The Contractor will then complete the Statement with the applicable date when the authorization is provided after award.) In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract or Personal Property Rehabilitation Price Schedule contract, the latter will govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) If a Federal Supply Schedule contractor refuses to honor an order placed by a Government contractor under an agency authorization, the Contractor shall report the circumstances to the General Services Administration, FFN, Washington, DC 20406, with a copy to the authorizing office.

(c) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(d) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP

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procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. Such termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address [include point of contact and telephone number] :

(End of clause)

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract is: TO BE DETERMINED

Name: [*]

Mailing Address: [*]

Code: [*]

Telephone No.: [*]

* Insert appropriate information

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

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(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1996) (NSWCCD)

This provision provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two (2) underlying principles which this provision seeks to avoid are preventing the existence of conflicting roles that might bias a contractor's judgement and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing or mitigating organizational conflicts of interest.

(a) If, under this contract, the contractor will provide systems engineering and technical direction for a system, but does not have overall contractual responsibility for its development, integration, assembly, checkout or production, the contractor shall not be awarded a subsequent contract to supply the system or any of its major components, or to act as consultant to a supplier of any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and technical direction. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.

(b) If, under this contract, the contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the contractor shall not be permitted to furnish these items, either as a prime or subcontractor. The term of this prohibition shall endure for the entire period of this contract performance and for either two (2) years thereafter or the duration of the initial production contract whichever is longer. This rule shall not apply to contractors who furnish specifications or data at Government request or to situations in which contractors act as Industry representatives to help Government agencies prepare, refine or coordinate specifications, provided this assistance is supervised and controlled by Government representatives.

(c) If, under this contract, the contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or services, the contractor shall not supply the system, its major components, or the service unless the contractor is the sole source, the contractor has participated in the development and design work, or more than one contractor has been involved in preparing the work statement. The term of this prohibition shall endure for the entire period of this contract performance and for two years thereafter.

(d) The Contracting Officer has determined that, in performance of this contract, the contractor will be required to provide technical evaluation of various contractor's offers and products. Contracts involving (a) technical evaluations of contractor's offers or products or (b) consulting services shall not be awarded to a contractor that would advise the Government concerning its own products or activities or those of a competitor without proper safeguards. No contractual relationship in the area of ship acoustics, sonar systems, or submarine design shall exist with NAVSEA in the following program offices: SEA 03, SEA 92R, PMS 350, and PMO 450. Therefore, Contractors or Subcontractors that have detail design and/or construction contracts with the Government which are directly involved with producing current nuclear attack submarines, surface combatants and/or advanced naval vehicles which may be subject to technical evaluation under this contract, shall not be eligible for award of this contract, as such contractors have an unavoidable conflict of interest.

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(e) If, under this contract, the contractor gains access to proprietary or source selection information of other companies in performing advisory assistance services for the Government, the contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (MAY 1998) (NSWCCD)

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order under which the requirement to provide supplies or services is subject to either the clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds" applicable to the particular order involved.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer/Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer/Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(d) Should the Government and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer/Ordering Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (MAY 1998) (NSWCCD)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

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(1) For each proposed order, the Contracting Officer/Ordering Officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the Contracting Officer/Ordering Officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the Contracting Officer/Ordering Officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the Contracting Officer/Ordering Officer and the contractor, and the Contracting Officer/Ordering Officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order and processed in accordance with the clause entitled "Issuance of Orders Based Solely on Government Estimate" which appears elsewhere in this Section I.

LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to [*] inclusive of fee. It is estimated that these funds will cover the cost of performance through [**]. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of [*] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

* enter the amount which is currently available for payment

** enter the date through which funds are estimated to cover

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

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(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

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Elaine D. Weschler 301-227-1696
Code 3321
Naval Surface Warfare Center, Carderock Division
9500 MacArthur Blvd.
West Bethesda, MD 20817-5700

GOVERNMENT FURNISHED PROPERTY FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996)
(NSWCCD)

(a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

PROPERTY	QUANTITY	DATE
[*]	[*]	[*]

* to be specified in each individual delivery/task order at time of issuance.

(b) The property will be delivered at Government's expense at or near **

** The contractor is to insert the address, city or town and state in which plant is located; and if rail transportation is specified in paragraph (a) above, the exact received, as well as the name of the railroad(s).

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

YEAR 2000 WARRANTY--INFORMATION TECHNOLOGY (SEP 1998)

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall

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apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

STANDARD COMMERCIAL WARRANTY. (JAN 1992)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of ____ months. (Offeror is to insert number.)

(Applies to CLIN 0003)

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SECTION J List of Documents, Exhibits and Other Attachments

Exhibit A	DD Form 1423	Contract Data Requirements List	2 pages
Attachment 1	DD Form 1664	Data Item Description	9 pages
Attachment 2	DD Form 254	Contract Security Classification	4 pages
Attachment 3		Past Performance Questionnaire	4 pages

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SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.227-7028	Technical data or computer software previously delivered to the government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED

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STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street Name and address of owner and
address, city, state, county, zip operator of the plant or facility
 code) if other than offeror or respondent

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999) ALTERNATE I (OCT 1998) & ALTERNATE II (NOV 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8711.

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(2) The small business size standard is **\$13.5 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) ([Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.([The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(5) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

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____ Individual/concern, other than one of the preceding.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

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(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

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[] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

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Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA (FEB 2000)

(a) Definition. "People's Republic of China," as used in this provision, means the government of the People's Republic of China, including its political subdivisions, agencies, and instrumentalities.

(b) Prohibition on award. Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People's Republic of China or the People's Liberation Army of the People's Republic of China owns more than 50 percent interest.

(c) Representation. By submission of an offer, the offeror represents that the People's Republic of China or the People's Liberation Army of the People's Republic of China does not own more than 50 percent interest in the offeror.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	FEB 2000
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.219-14	Limitations On Subcontracting	DEC 1996
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7028	Technical data or computer software previously delivered to the government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee Completion type contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Elaine D. Weschler, Contracting Officer
Naval Surface Warfare Center, Carderock Division
Code 3321
9500 MacArthur Blvd.
West Bethesda, MD 20817-5700

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(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://www.arnet.gov/far/>
DFAR Clauses: <http://www.acq.osd.mil.dp/dars>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any **DFARS** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

- (a) **DIRECT LABOR** - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below).

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(b) **FRINGE BENEFITS** - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(c) **OVERHEAD** - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(d) **SUBCONTRACTING LABOR** - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(e) **OTHER** - (1) **Direct Cost** - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) **Indirect cost** - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(f) **GENERAL & ADMINISTRATIVE EXPENSE** - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) **FEE** - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

RESUME REQUIREMENTS (JUN 1996) (NSWCCD)

(a) The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hour to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

PROPOSAL PREPARATION REQUIREMENT

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposal. Proposals shall be submitted as three separate documents, as follows:

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Documents

	Original	Copies
(1) Solicitation, Offer and Award Document (SF-33)	1	2
(2) Technical Proposal	1	6
(3) Cost Proposal	1	6

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

A cover letter shall be used by the offeror to transmit the proposal and is considered part of the proposal. This cover letter shall also be used to transmit any information that the offeror wants to bring to the Contracting Officer's attention. The technical proposal shall contain sufficient information to enable government technical personnel to make a thorough evaluation and arrive at a sound determination regarding the above sections.

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high density format, and it is requested that the spreadsheet files be compatible with Windows 98, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offerors responsibility to provide hard copies of the cost proposal.

CONTENT AND FORMAT

(1) Proposals shall consist of the following:

- a. One signed and completed Request for Proposals set, including the SF33 and all required certifications (Section K).
 - b. A technical/management proposal, as described more fully below, preferably on blue paper in (6) copies. The technical/management proposal shall be severable and shall contain NO PRICING INFORMATION.
 - c. A cost proposal, preferably on yellow paper in (6) copies, consisting of the selected cost data required by SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996)(NSWCCD) and the Completed Section B of this RFP.
- (2) Length: The sections shall be as brief as possible, consistent with complete submission. Pages should not exceed 8 ½ inches width and 11 inches length; however foldout pages depicting such items as sketches, etc., may be used. It is requested that a maximum of 75 pages (double spaced, double-sided) be submitted for the technical/management proposal. The maximum of 75 pages does not include resumes or attachments.

(3) Differences between Proposal Format and RFP: Offerors shall provide an explanation, in a clearly relatable format such as a matrix, of any difference between the manner in which the proposal was requested and the manner in which it is actually submitted.

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MANDATORY REQUIREMENTS

To be considered for award, proposals submitted in response to this solicitation must meet the following mandatory requirements:

1. SECURITY REQUIREMENTS

During the performance of delivery orders a certain amount of work to be performed will require access to classified project data and documentation, and frequent meetings with NSWC personnel to communicate information classified to the level of SECRET, as indicated on the attached DD Form 254, Contract Security Classification Specification. Therefore, offerors must have a facility clearance at the SECRET level and all personnel proposed to work on the contract must be cleared at that level. Accordingly, the existence of a SECRET security clearance for both the offeror's facility and all proposed personnel shall be addressed in the technical proposal.

The successful contractor not possessing the required clearance within 60 days after date of contract award may be subject to termination in accordance with Clause 52.249-6, entitled "Termination (Cost-Reimbursement)" at no cost to the Government

2. CONTRACTOR PROVIDED MATERIAL

NSWCCD facilities and instrumentation shall be made available for the purpose of acoustical data acquisition at-sea and at test sites, and at Carderock, MD and its Detachments for signal processing and analysis in support of tasks issued under this contract. The contractor shall be required from time to time to provide support material necessary for proper GFE operation and utilization in contract performance.

3. PROXIMITY to NSWCCD

Performance of the work will require frequent interaction with NSWCCD project engineer personnel for the purpose of transmitting and discussing classified technical information and for performing data processing on GFE NSWCCD Building 15 facilities. Therefore, the contractor's facility shall be within a 60 minute commuting distance of NSWCCD Bethesda, MD.

(1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

(2) TECHNICAL PROPOSAL

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and

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fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized in the following six (6) sections, and shall address in detail the following information:

INTRODUCTION PROPOSAL SUMMARY

This summary shall provide a concise statement of the purpose, objectives, and basic problems of the project and shall demonstrate the offeror's overall concept of the work being proposed and plan for accomplishing the objectives and tasks set forth in the Statement of Work (SOW). The summary shall also clearly indicate the reasons why the contract should be awarded to the offeror, with appropriate summary of highlights and reference to the plans and qualifications contained in the Technical/Management Proposal.

A cover letter shall be used by the offeror to transmit the proposal and is considered part of the proposal. This cover letter shall also be used to transmit any information that the offeror wants to have brought to the Contracting Officer's attention. The technical proposal shall contain sufficient information to enable Government technical personnel to make a thorough evaluation and arrive at a sound determination regarding Sections I through VI below.

TECHNICAL/ MANAGEMENT PROPOSAL REQUIREMENTS

Major evaluation factors and subfactors are as follows:

- Section I Personnel
- Section II Technical Understanding
- Section III Corporate Experience
- Section IV Past Performance
- Section V Management Plan
- Section VI Facilities

(3) COST PROPOSAL

To assist the Government in determining cost reasonableness/realism for this effort, the offeror shall provide sufficient detailed cost information with the proposal to make this determination. In preparing the cost proposal, it is essential that the offeror breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

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Direct Labor Costs:

(1) Information including the name, title, and actual hourly rate shall be provided by the Offeror for each individual proposed for the labor categories identified below. If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror shall clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.

(2) If an Offeror's proposed labor category differs in name from those listed below, a chart shall be included which identifies how these categories correspond to the ones listed in the solicitation.

(3) The Offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period.

(4) Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.

(5) The Offeror shall provide a copy of the Employment Contract (which includes the agreed to salary) for any individual proposed who is not currently employed by the Offeror or subcontractor (if proposed).

Subcontracting Costs: The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be supported. It is the Offeror's responsibility to ensure that this support documentation is received by the Government within the timeframe (i.e. closing date) established for this instant solicitation.

Consultants: If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Include those items of costs associated with consultants (i.e. hours proposed, and hourly rate). A copy of the Consultant Agreement shall also be provided by the Offeror.

Indirect Rates: Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actuals (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

Facilities Capital Cost of Money: If this cost element is proposed, the offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

Fixed Fee: Identify the fee % and total amount proposed and identify the various cost elements to which the fee is being applied.

Support Costs: These costs reflect all other direct costs which are not labor costs. For proposal purposes, the not-to-exceed (NTE) amounts for the support costs (material, travel and computer usage) have been identified in Section B. Along with these costs, the Offeror may include a cost element associated with a G&A/handling rate associated with these costs. If a G&A/handling rate is proposed for these support costs, the Offeror shall identify these costs and their applicable rate. Lastly, It should be noted that all support costs are non-fee bearing costs.

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SECTION I. PERSONNEL

In this section, the offeror shall identify proposed individual(s) for each labor position and indicate the tasks for which the person is proposed. Resumes shall be submitted for all key personnel to be assigned to the proposed contract. Resumes shall include the relevant qualifications, background and experience for all such key personnel in sufficient detail to demonstrate the capability of such personnel to accomplish the work described in the Statement of Work. The work history of each key person should contain experience directly related to the tasks and functions he/she is intended to perform under the proposed contract.

Offerors shall indicate limitations on the availability of any proposed personnel, if any. If a proposed individual is currently employed by the offeror, the offeror shall discuss how they intend to cover the personnel requirements on this requirement, as well as any other contract(s) for which the proposed personnel are assigned, and indicate their availability (to work on this requirement) and their tenure. If an individual is not currently employed by the offeror, explain the rationale for proposing that person and include their employment contract. Resumes shall be provided for all subcontractor personnel and consultants, and the rationale for their use. A summary table shall contain the following information:

Labor Category, Individual's name, education, years of relevant experience, employment status (i.e. currently employed by offeror, potential new hire by offeror, subcontractor employee, subcontractor potential new hire) and annual number of hours estimated available for work.

NOTE: If subcontractors are to be used, resumes of the key personnel shall be included in this section, with the present company affiliation clearly identified. All of the requirements of this section shall apply to the use of subcontractor personnel, as well as the prime contractor's personnel.

The Carderock Division, Naval Surface Warfare Center (NSWC,CD) anticipates award of an Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (Completion) contract for a period of five years as a result of this solicitation. This form of contract allows the issuance of delivery orders on a completion basis in lieu of level of effort or term. Completion form delivery orders require the contractor to complete and deliver a specified end product (such as hardware or a comprehensive final report) as a condition of payment of the entire fixed fee and within the originally estimated cost, if possible. The Government may increase the estimated cost and direct the contractor to incur costs above the original estimated cost estimate without an increase in fee. However, during the solicitation and evaluation process prior to award, the Government must have an equal basis on which to evaluate proposals. To this end, when preparing and submitting proposals in response to this solicitation, offerors shall use the following labor categories and hours for EACH YEAR of the FIVE YEAR period of performance:

(Note: The categories and hours listed below will not be included as part of the contract award document; however, key personnel proposed and accepted will be part of the award as specified in Section I, SUBSTITUTION OR ADDITION OF KEY PERSONNEL.

<u>Key Labor Category</u>	<u>Total Estimated Hours (Contractor's site) per year*</u>	<u>Minimum Number of Resumes Req'd</u>
Principal Analyst	3,400	2
Senior Analyst	5,500	3
Senior Scientist	3,300	2
Analyst	2,800	2

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Non-Key Labor category

Engineer	2,500	0
Word Processor	600	0
Total	18,100	9

* 2000 hours per year is considered a full time position.

General -List all personnel proposed for assignment, (whether key or non-key) together with the number of hours to be worked and the corporate entity they represent. Provide at least the minimum number of personnel specified above and in (B) Non-Key personnel. The sum of hours must equal the hours shown above for each category. The offeror shall not base qualification upon presumptions of future education or experience. The offeror shall certify that all non-key personnel meet the requirements specified. Non-key personnel qualifications need not be documented in the proposal by the submission of resumes, but data may be required during negotiation or performance if non-key personnel qualifications are questioned.

(A) KEY PERSONNEL

In this subsection resumes shall be submitted for all personnel. Resumes shall identify unique technical qualification having relevance to the SOW and the labor category description of the qualifications set forth in this section. All resumes for a given category shall be given a weighted score based on the hours proposed for purposes of evaluation and scoring:

Regardless of the nomenclature of each offeror's corporate labor categories (including those of any subcontractor), each offeror must base its proposal on the definitions for the labor category as stated. All submitted resumes shall be grouped by labor category and each resume contain the following information:

- name, proposed personnel category.
- educational background, including academic degrees and the year conferred.
- technical training background, including training program completion and year completed.
- years of applicable experience.
- Citizenship
- Current level of security clearance.
- history of applicable employment experience only, identifying the technical qualifications relevant to the Statement of Work and the Labor Category and Description of Qualifications.
- history of other experience and professional accomplishments that the offeror may wish to present to demonstrate qualifications of the proposed individual.

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Note: All proposed personnel must have a Secret clearance within 60 days after award. EACH RESUME SUBMITTED FOR EVALUATION SHALL IDENTIFY THE CURRENT SECURITY CLEARANCE LEVEL. If any proposed personnel do not currently possess a SECRET clearance the offeror shall address in the management plan section to follow the basis for the expectation that the individual can obtain a clearance within the required time period.

The following certification shall be affixed on all resumes and personnel data furnished by the offeror:

I consent to the disclosure of my resume (or other personal data) for evaluation purposes regarding the proposal (offeror's name) submitted to NSWCCD under Solicitation N00167-00-R-0054 and certify that this information is correct to the best of my knowledge.

Date

Employee's Signature

(B) NON-KEY PERSONNEL

In this subsection of the proposal, the offeror shall provide a listing of non-key personnel who will be assigned to the categories of labor listed below. These personnel must meet the qualifications specified elsewhere in this solicitation to be acceptable and the offeror must certify to this fact. The "Substitution or Addition of Key Personnel" Clause does not apply to these categories of labor.

<u>Labor Category</u>	<u>Minimum Number of Personnel</u>
Engineer	2
Word Processor	1

LABOR CATEGORIES AND DESCRIPTION OF DESIRED PERSONNEL QUALIFICATIONS

1.0 PERSONNEL QUALIFICATIONS

The contractor shall provide personnel having the levels of professional/ technical experience and education specified for each labor category. ALL PERSONNEL ARE REQUIRED TO HAVE A SECURITY CLEARANCE AT THE SECRET LEVEL.

A. KEY PERSONNEL

Note A: Degree requirements may be satisfied on the basis of eight years additional experience.

The number of years experience used to satisfy degree requirements shall not be counted towards satisfying the desired number of years of technical experience specified for that labor category.

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Specialized experience may be obtained simultaneously with general experience.

1. PRINCIPAL ANALYST – KEY PERSONNEL-

The desired levels of experience and educational background for the Principal Analyst are:

A. Specialized Experience: Experience within the last six (6) years is desired in at least nine (9) of the following:

(1) Identifying, reviewing, evaluating and documenting potential submarine radiated, platform, sonar self-noise, target strength (TS) and propulsor signature reduction technology transition alternatives. Preparing transition plans, plan of action and milestones (POA&M), multi-organization memoranda of agreement/understanding (MOA/MOU) and program plans.

(2) Reviewing, evaluating and documenting submarine hydroacoustic, propulsor and TS signature reduction design concepts, and submarine hydroacoustic and TS technology applications, tradeoffs and ship design impacts. Preparing POA&Ms, Design Improvement Proposal (DIP), and integrated multi-year program plans.

(3) Reviewing and documenting technology applications for submarine radiated noise ship design support computational tools in the areas of hull, appendage and propulsor components. Preparing POA&Ms, DIPs, T&E plans, and integrated multi-year program plans.

(4) Developing, reviewing and documenting submarine hydroacoustic, propulsor and TS signature reduction technology development technical approaches. Preparing T&E plans and integrated multi-year program plans.

(5) Assessing and documenting submarine hydroacoustic, propulsor, TS and non-acoustic signature R&D program technical progress. Preparing integrated multi-task progress reports and revised multi-year program plans.

(6) Developing submarine acoustic and non-acoustic signature R&D and ship design program support documentation including multi-organization, multi-disciplinary POA&Ms, DIPs, MOA/MOUs, program issue reports, and integrated multi-year program plans.

(7) Defining, reviewing, evaluating and documenting ship signature scale-model structural acoustics test facility operation and maintenance technical and cost issues. Developing facility multi-year operating cost estimates, support plans and cost-tracking management information system.

(8) Reviewing, assessing and documenting RDT&E 6.2, 6.3 and 6.4 submarine acoustic signature-related computational fluid dynamics (CFD) tool development issues. Developing integrated multi-year R&D plans.

(9) Reviewing, assessing and documenting technical and program approaches for submarine platform noise measurement and monitoring systems. Developing POA&M and integrated multi-year program plans.

(10) Assessing and documenting acoustic design ship-impact issues. Preparing component development plans (CDP) and submarine design DIPs.

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(11) Developing, reviewing and documenting submarine hydroacoustic, propulsor and TS signature reduction technology integration technical approaches. Developing CDPs, DIPs and POA&Ms.

(12) Developing and documenting position papers on submarine acoustic and non-acoustic signature R&D issues.

(13) Conducting and documenting submarine acoustic and non-acoustic signature technology maturity, technical and cost risk, and transition feasibility assessments.

B. General Experience: Fifteen (15) years total experience in Navy submarine silencing research, development, test, evaluation, and ship design support. Five (5) years of this experience shall be in supervision and project management of acoustic related ship signatures tasks.

C. Education: a Bachelor's degree in Engineering, Physics, Mathematics, or Science, OR, 8 years additional experience.

2. SENIOR ANALYST – KEY PERSONNEL-

The desired levels of experience and educational background for the Senior Analyst are:

A. Specialized Experience: Experience within the last three (3) years is desired in at least six (6) of the following:

(1) Reviewing, assessing and documenting submarine signature reduction technology development technical approaches. Developing T&E plans, DIPs, CDPs, POA&Ms and integrated program plans.

(2) Reviewing, assessing and documenting ship component design/modification technical tradeoff analyses and performance assessments. Developing DIPs, CDPs and integrated program plans.

(3) Assessing and documenting submarine signature R&D program technical progress. Developing integrated multi-task progress report and revised program plans.

(4) Developing submarine signatures R&D program support documentation including multi-organization, multi-disciplinary POA&Ms, DIPs, program issue reports, and integrated multi-year program plans.

(5) Reviewing, evaluating and documenting submarine platform signature reduction design concepts; and submarine signature reduction technology applications, tradeoffs and ship design impacts. Preparing POA&Ms, DIPs and integrated multi-year program plans.

(6) Defining, reviewing, evaluating and documenting acoustic signature treatment T&E alternatives. Developing T&E plans and integrated program plans.

(7) Defining, asses sing and documenting submarine signature performance ship design impact issues. Preparing DIPs and CDPs.

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(8) Developing, reviewing and documenting submarine signature reduction technology integration technical approaches. Developing POA&Ms, CDPs and DIPs.

(9) Reviewing, evaluating and documenting potential submarine radiated platform and sonar self-noise signature reduction technologies and technology transition alternatives. Preparing transition plans, POA&Ms and integrated program plans.

(10) Developing, reviewing and documenting submarine signature reduction technology integration technical approaches. Preparing T&E plans and integrated multi-year program plans.

(11) Developing and documenting model-scale T&E facility management support documentation for multi-disciplinary submarine acoustic design R&D projects.

(12) Developing and documenting position papers on submarine signature-associated R&D issues.

(13) Acoustic signature test planning, data analysis and report preparation.

B. General Experience: Ten (10) years total experience covering Navy technical program management, ship design technical support, and submarine acoustics RDT&E.

C. Education: a Bachelor's degree in Engineering, Physics, Mathematics, or Science, OR, 8 years additional experience.

3. SENIOR SCIENTIST – KEY PERSONNEL -

The desired levels of experience and educational background for the Senior Scientist are:

A. Specialized Experience: Experience within the last six (6) years is desired in at least four (4) of the following:

(1) Analysis of T&E goals for submarine acoustic performance improvement, development of measurement system concept alternatives, and documentation of system level recommendations for large model T&E.

(2) Reviewing, evaluating and developing recommendations for acoustic measurement system hardware and software components.

(3) Development and verification of acoustic measurement system software for submarine model T&E.

(4) Publication of scientific treatises in the field of fluid dynamics with application to submarine hull, appendage and propulsor complex field flows.

(5) Acoustic measurement system/system component development and operational implementation for large model T&E.

(6) Structural acoustics technology applications to support submarine signature performance improvement.

(7) Development of technical support documentation for submarine hydrodynamic, hydroacoustic and structural acoustic programs.

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(8) Conduct of acoustic sensor performance assessments in submarine noise fields.

B. General Experience: Fifteen (15) years total experience in developing advanced technology related to submarine silencing. This should include recognized expertise/experience in a submarine acoustic signature area.

C. Education: a Bachelor's degree in Engineering, Physics, Mathematics, or Science, OR, 8 years additional experience.

4. ANALYST – KEY PERSONNEL-

The desired levels of experience and educational background for the Analyst are:

A. Specialized Experience: Experience within the last two (2) years is desired in at least six (6) of the following:

(1) Reviewing and documenting submarine acoustic signature reduction technology development technical approaches for flow-related and damping treatments

(2) Development and implementation of submarine signature silencing product data bases.

(3) Review and evaluation of acoustic signature silencing documentation and development of recommendations for appropriate document disposition.

(4) Assessing and documenting submarine multi-disciplinary hydroacoustic signature R&D program technical progress.

(5) Developing submarine acoustic signature R&D and ship design program support documentation including POA&Ms and CDPs.

(6) Reviewing and documenting submarine hydroacoustic signature reduction technology integration technical approaches.

(7) Developing and documenting position papers on submarine multi-disciplinary hydroacoustic flow and damping design R&D issues.

(8) Developing and documenting model-scale T&E facility management support documentation for multi-disciplinary submarine acoustic design R&D projects.

B. General Experience: Seven (7) years total experience in Navy program submarine silencing and ship acoustics RDT&E program management support.

C. Education: a Bachelor's degree in Engineering, Physics, Mathematics, or Science, OR, 8 years additional experience.

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B. NON-KEY PERSONNEL

IMPORTANT

The education and experience indicated for the following "non-key" personnel are required for contract performance, but offerors are not required to submit resumes for these categories. However, offerors are required to include a statement in their proposals as to whether they do have such personnel available for work under the resultant contract who meet the stated qualifications. Proposed "non-key" personnel will receive an evaluation score. In addition to the key personnel provisions, the contract awarded as a result of this solicitation will specify the required qualifications for non-key personnel assigned to work on the contract. Non-key personnel will also be required to possess a SECRET security clearance and the offeror must address this in the statement about Non-key personnel.

Note A: Degree requirements may be satisfied on the basis of eight years additional experience.

1. ENGINEER- NON-KEY

1. Desired qualifications are:

A. Experience: Two (2) years experience within the last two (2) years is desired in at least three (3) of the following:

- (1) Navy RDT&E project support.
- (2) Data compilation, organization and analysis.
- (3) Technical information compilation and documentation.
- (4) Project support documentation preparation.
- (5) Technical analysis.

B. Education: A Bachelor's degree in Engineering, Physics, Mathematics, or Science, OR 8 years additional experience.

2. WORD PROCESSOR – NON- KEY - Desired qualifications are:.

A. Experience: Two (2) years experience within the last two (2) years is desired in the area of technical typing and editing technical documents.

B. Education: A High School/Vocational School Diploma or GED Certification.

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IMPORTANT

Offerors are reminded that ALL personnel proposed must, meet the educational and experience elements specified in this solicitation under the category for which they are offered and must have a SECRET clearance or higher within 60 days after award).

SECTION II – TECHNICAL UNDERSTANDING

In this section, the offeror shall demonstrate a technical understanding of the work to be performed under this contract by providing a narrative discussion of the issues relating to each of the task areas covered by the Statement of Work (SOW). The technical approach shall be such as to enable the engineering personnel to make a thorough and complete evaluation and arrive at a sound determination as to whether or not the services proposed and described will satisfy the requirements of NSWC,CD. To facilitate the evaluation, the technical proposal should be sufficiently specific, detailed, and complete to clearly and fully demonstrate that the prospective offeror has a thorough understanding of the requirements for, and technical problems inherent in, the achievement of specifications and work program herein described, and has a valid and practical solution for each contemplated problem.

The offeror shall provide a narrative discussion of the scientific, engineering and technical issues, methods, and techniques applicable to each of the five (5) task areas in the SOW. Simply restating information contained in the SOW will be considered as lacking a technical understanding of the relevant task area. The task area topics are listed below and a description of each is presented in the SOW.

Task 1. The scientific, engineering, technical, managerial, and programmatic issues and practices associated with accomplishment of multi-disciplinary advanced submarine hydro-acoustic signature RDT&E and support of submarine ship design. (SOW Task A).

Task 2. The scientific, engineering, technical, managerial, and programmatic principles, issues and practices associated with accomplishment of multi-disciplinary advanced submarine target strength signature RDT&E and support of submarine ship design. (SOW Task B).

Task 3. The scientific, engineering, technical, managerial, and programmatic principles, issues and practices associated with accomplishment of multi-disciplinary advanced submarine propulsor acoustic signature RDT&E and support of submarine ship design. (SOW Task C).

Task 4. The scientific, engineering, technical, managerial, and programmatic principles, issues and practices associated with large submarine model test facility development, operation and maintenance, the role of R&D planning documentation and large model structural acoustic test facility utilization. (SOW Task D).

Task 5. The scientific, engineering, technical, managerial, and programmatic principles, issues and practices associated with long range ship signature R&D program development. (SOW Task E).

In addition, the offeror's approach in accomplishing each of the Statement of Work tasks and discussion of general corporate and/or specific individual experience relative to each task item shall demonstrate that the offeror possesses the knowledge and capability to provide the services required. Each task area shall be addressed separately. In addition, a discussion of the contractor's understanding of how these task areas are interrelated to provide

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NSWC,CD support for successful accomplishment of various Programs' testing and evaluation objectives shall be provided.

The offeror shall provide a narrative description of the scientific, engineering and technical issues, methods, and techniques applicable to each of the 5 task areas in the Statement of Work. This shall include:

- A breakdown of anticipated sub tasks, functional areas and related scopes of work formulated such that the offeror's depth of understanding of any particular task area can be evaluated.
- A description of specific procedures, routines, methods and processes to be used.
- A description of the offeror's capacity and capability to perform the functions and requirements specified, as demonstrated in pertinent related experience performing similar work of like magnitude and complexity.
- A description of problem areas or areas of concern as seen by the offeror.
- Identification of the major points and key aspects of the offeror's technical approach.

A simple restatement of the information contained in the statement of work will be regarded as lacking in comprehensive technical understanding and consequently the technical proposal will be found unacceptable. Indicate whether performance of any tasking area effort would involve the application of proprietary techniques that would preclude complete disclosure and documentation of the effort.

SECTION III- CORPORATE EXPERIENCE

In this section, the offeror shall demonstrate corporate experience during the past three years in performing work that is related and similar to that listed in the five (5) Statement of Work areas. For each task area provide an overall discussion of corporate experience and include supporting summary narratives. Summary narratives shall be descriptions of the work performed and shall include the following:

- Contract number
- Customer/agency
- Contracting Officer and Technical Point of Contact (names and phone numbers)
- Contract Type
- Award price
- Work-hours of effort
- Period of Performance
- Key personnel involved
- Description of the work performed
- Deliverables and references
- Contract Summary -- The contract summary shall provide a descriptive overview of the contract, not exceeding one page in length, including a discussion of actual performance under each contract listed, problems encountered and how they were resolved, timeliness of deliverables required, how costs were controlled, business relationships, management of key personnel, and any other areas deemed necessary to provide insight into actual performance issues.

Incomplete data may not be considered.

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Offerors that represent newly formed entities, without prior contract experience, should list previous contract and subcontract experience, as required above, for all key personnel identified in their proposal.

SECTION IV - PAST PERFORMANCE

In this section, the offeror shall demonstrate past performance as it relates to the Scope of Work tasking areas provided in the Statement of Work. The government will use this information to evaluate past performance in fulfilling contracts.

The offeror shall demonstrate past performance in the following five areas:

1. Customer Satisfaction
2. Contract Compliance
3. Quality of Performance
4. Schedule Adherence
5. Cost Control

Each offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Navy's requirement that it would like the Navy to consider.

For five commercial or Government contracts completed within the last three years for similar or related work, either as a prime or subcontractor, the offeror shall send a copy of Attachment (3) questionnaire provided herein to the cognizant program Manager/COR for completion and forwarding directly to the following address in time to be received no later than the due date for the solicitation.

ATTN: Code 3321 Roger Branstiter
 Naval Surface Warfare Center, Carderock Division
 9500 MacArthur Blvd.
 West Bethesda, MD 20817-5700
 FAX# 301-227-1583

The Navy also intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. In the event the Navy cannot obtain adequate CPARS rating information regarding a particular offeror, the Navy may review other relevant past performance information from sources other than those identified by the Offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, their past performance may also be evaluated.

SECTION V. MANAGEMENT PLAN

In this section, the offeror shall clearly describe their organizational structure and discuss how it will ensure that the work is performed in an efficient, timely, and cost effective manner in performance of the assigned tasks. Lines of communication should be discussed so that the method of communication between the working level personnel and top management is clearly understood. The management plan must show how tasks, milestones, costs and deliverables will be scoped, structured, and tracked.

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If applicable, the offeror shall also address his/her subcontractor management plan and show how any proposed subcontractor will be integrated into the overall management approach to ensure that the contract objectives are met.

SECTION VI. FACILITIES

In this section, the offeror shall provide a description of the offeror's facilities that would be made available for accomplishing the work identified in the Statement of Work. Of particular importance is the adequacy of the facilities for meeting the requirements of the Statement of Work. The following should be addressed:

1. Capabilities for secure word processing.
2. A facility less than 1 hour travel time from NSWC, CD Headquarters to provide nearly daily contact with the appropriate technical staff.
3. A facility security clearance and storage capabilities to the level of SECRET including secure computer processing capabilities to the SECRET level.
4. Access to the Internet wide area network for unclassified e-mail.

COST PROPOSAL

COST REALISM

An offer is presumed to represent an offeror's best efforts to respond to the solicitation.

a. Any inconsistency, whether real or apparent, between promised performance and cost or price, should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost or price should be explained; or, if a business policy decision has been made to absorb a portion of the estimated cost, that should be stated in the proposal.

b. Any significant inconsistency, if unexplained, raises a fundamental issue of the understanding of the nature and scope of the work required and of the offeror's financial ability to perform the contract, and may be grounds for rejection of the offer.

The burden of proof as to cost credibility rests with the offeror.

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SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999) ALTERNATE I (AUG 1999) (NSWCCD)

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) *Technical Proposal.* The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either acceptable, unacceptable but susceptible of being made acceptable, or unacceptable.

(2) *Cost or Price Proposal.*

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror. The other evaluation factors, when combined, are significantly more important than cost or price, the degree of importance of the cost or price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be

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considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

(3) Evaluation of Indirect Rates Applicable to Support Costs:

(i) The determination of the magnitude of the cost proposal will be based upon adding all proposed costs for CLIN [0001] plus support and subcontract costs. It is intended to reimburse support and subcontract costs on the basis of actual reasonable and allowable costs incurred plus G&A only (no fee). Therefore, for evaluation purposes, the Government will add the offeror's proposed G&A rate to the not-to-exceed (NTE) amounts specified for support and subcontract costs.

(ii) If the offeror's DCAA approved accounting system includes the application on any other indirect cost rates (in addition to G&A) to the support and subcontract cost items, those rates shall be identified in the proposal and will also be added to the respective NTE amount specified for purposes of evaluation. An example would be when the offeror's approved accounting system includes application of a material handling fee to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling fee.

(iii) If an offeror fails to identify, as part of its proposal, an indirect cost rate what would otherwise be applicable to one of the support and subcontract cost items, it shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.

(iv) Notwithstanding the fact that the Government will add proposed indirect cost rates to the support and subcontract cost NTE amounts specified, it will do so for evaluation purposes only and will not actually change the NTE amount at time of award. Rather, the contract will indicate that the NTE amounts are inclusive of G&A and whatever other indirect rates the offeror has identified in its proposal, and which were considered in evaluation of that offer.

(v) If proposed indirect rates on support and subcontract costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

(d) Competitive Acquisition Instructions.

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be

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conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) **Discussion/Final Proposal Revisions.** The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) **Basis for Contract Award.** The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are significantly more important than cost or price;

(g) **Evaluation Factors.** The evaluation factors and significant subfactors are listed below in both descending order and degree of relative importance.

SECTION I – PERSONNEL
SECTION II – TECHNICAL UNDERSTANDING
SECTION III – CORPORATE EXPERIENCE
SECTION IV – PAST PERFORMANCE
SECTION V – MANAGEMENT PLAN
SECTION VI - FACILITIES

EVALUATION FACTORS FOR AWARD

The Personnel factor is much more important than Technical Understanding. Technical Understanding and Corporate Experience, are both equal in importance. Past Performance is slightly less important. The Management Plan is less important than Past Performance and Facilities is least important. There are several subfactors in each area of evaluation, which will be given evaluation point scores. Each major subfactor is split into a number of smaller units whose order of importance is listed in its appropriate section or subsection. These point scores will be combined to form a merit rating. The cost proposal will be evaluated for realism to determine the probable cost to the Government.

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SECTION I. PERSONNEL

KEY PERSONNEL ARE THE MOST IMPORTANT, AND NON-KEY PERSONNEL ARE SIGNIFICANTLY LESS IMPORTANT

(A) KEY PERSONNEL

Staffing will be evaluated based on the offeror's demonstrated education and experience as specified in Section L and below. An overall score will be calculated for the labor categories with 2 or more resumes by averaging the score applied to each resume. Offeror's personnel who do not meet the desired levels of education will be scored downward as appropriate. A score of zero (0) shall be given for missing resumes of key positions in which less than the number of requested resumes are provided. Offeror's personnel who exceed desired levels for experience will be scored upward as appropriate. Within each labor category, each resume's score will be multiplied by the ratio obtained by dividing the hours proposed for that resume by the total hours required for the category, thereby developing a resume score proportioned to the hours proposed. When identified by Government evaluators, substantial exaggerations or erroneous information on resumes will cause the entire resume to be given a score of zero (0).

KEY LABOR CATEGORIES AND CATEGORY SUBFACTORS ARE LISTED IN DESCENDING ORDER OF IMPORTANCE.

Category 1 is the most important
Category 2 is less important than 1
Category 3 is less important than 2
Category 4 is least important

1. PRINCIPAL ANALYST – KEY PERSONNEL-

Subfactor A. Specialized Experience is approximately three times as important as B. General Experience and C. Education which are equal in importance.

A. SPECIALIZED EXPERIENCE:

Demonstrate specific experience of six (6) years in nine (9) of the following areas:

(1) Identifying, reviewing, evaluating and documenting potential submarine radiated, platform, sonar self-noise, target strength (TS) and propulsor signature reduction technology transition alternatives. Preparing transition plans, plan of action and milestones (POA&M), multi-organization memoranda of agreement/understanding (MOA/MOU) and program plans.

(2) Reviewing, evaluating and documenting submarine hydroacoustic, propulsor and TS signature reduction design concepts, and submarine hydroacoustic and TS technology applications, tradeoffs and ship design impacts. Preparing POA&Ms, Design Improvement Proposal (DIP), and integrated multi-year program plans.

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(3) Reviewing and documenting technology applications for submarine radiated noise ship design support computational tools in the areas of hull, appendage and propulsor components. Preparing POA&Ms, DIPs, T&E plans, and integrated multi-year program plans.

(4) Developing, reviewing and documenting submarine hydroacoustic, propulsor and TS signature reduction technology development technical approaches. Preparing T&E plans and integrated multi-year program plans.

(5) Assessing and documenting submarine hydroacoustic, propulsor, TS and non-acoustic signature R&D program technical progress. Preparing integrated multi-task progress reports and revised multi-year program plans.

(6) Developing submarine acoustic and non-acoustic signature R&D and ship design program support documentation including multi-organization, multi-disciplinary POA&Ms, DIPs, MOA/MOUs, program issue reports, and integrated multi-year program plans.

(7) Defining, reviewing, evaluating and documenting ship signature scale-model structural acoustics test facility operation and maintenance technical and cost issues. Developing facility multi-year operating cost estimates, support plans and cost-tracking management information system.

(8) Reviewing, assessing and documenting RDT&E 6.2, 6.3 and 6.4 submarine acoustic signature-related computational fluid dynamics (CFD) tool development issues. Developing integrated multi-year R&D plans.

(9) Reviewing, assessing and documenting technical and program approaches for submarine platform noise measurement and monitoring systems. Developing POA&M and integrated multi-year program plans.

(10) Assessing and documenting acoustic design ship-impact issues. Preparing component development plans (CDP) and submarine design DIPs.

(11) Developing, reviewing and documenting submarine hydroacoustic, propulsor and TS signature reduction technology integration technical approaches. Developing CDPs, DIPs and POA&Ms.

(12) Developing and documenting position papers on submarine acoustic and non-acoustic signature R&D issues.

(13) Conducting and documenting submarine acoustic and non-acoustic signature technology maturity, technical and cost risk, and transition feasibility assessments.

B. GENERAL EXPERIENCE: Fifteen (15) years demonstrated experience in Navy submarine silencing research, development, test, evaluation, and ship design support. Five (5) years of this experience shall be in supervision and project management of acoustic related ship signatures tasks.

C. EDUCATION: A Bachelor's degree in Engineering, Physics, Mathematics, or Science, OR, 8 years additional experience.

2. SENIOR ANALYST – KEY PERSONNEL-

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Subfactor A. Specialized Experience is approximately three times as important as B. General Experience and C. Education which are equal in importance.

A. SPECIALIZED EXPERIENCE:

Demonstrate specific experience of three(3) years in six (6) of the following areas:

(1) Reviewing, assessing and documenting submarine signature reduction technology development technical approaches. Developing T&E plans, DIPs, CDPs, POA&Ms and integrated program plans.

(2) Reviewing, assessing and documenting ship component design/modification technical tradeoff analyses and performance assessments. Developing DIPs, CDPs and integrated program plans.

(3) Assessing and documenting submarine signature R&D program technical progress. Developing integrated multi-task progress report and revised program plans.

(4) Developing submarine signatures R&D program support documentation including multi-organization, multi-disciplinary POA&Ms, DIPs, program issue reports, and integrated multi-year program plans.

(5) Reviewing, evaluating and documenting submarine platform signature reduction design concepts; and submarine signature reduction technology applications, tradeoffs and ship design impacts. Preparing POA&Ms, DIPs and integrated multi-year program plans.

(6) Defining, reviewing, evaluating and documenting acoustic signature treatment T&E alternatives. Developing T&E plans and integrated program plans.

(7) Defining, assessing and documenting submarine signature performance ship design impact issues. Preparing DIPs and CDPs.

(8) Developing, reviewing and documenting submarine signature reduction technology integration technical approaches. Developing POA&Ms, CDPs and DIPs.

(9) Reviewing, evaluating and documenting potential submarine radiated platform and sonar self-noise signature reduction technologies and technology transition alternatives. Preparing transition plans, POA&Ms and integrated program plans.

(10) Developing, reviewing and documenting submarine signature reduction technology integration technical approaches. Preparing T&E plans and integrated multi-year program plans.

(11) Developing and documenting model-scale T&E facility management support documentation for multi-disciplinary submarine acoustic design R&D projects.

(12) Developing and documenting position papers on submarine signature-associated R&D issues.

(13) Acoustic signature test planning, data analysis and report preparation.

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B. GENERAL EXPERIENCE: Ten (10) years demonstrated experience in Navy technical program management, design technical support, and submarine acoustics RDT&E.

C. EDUCATION: a Bachelor's degree in Engineering, Physics, Mathematics, or Science, OR, 8 years additional experience.

3. SENIOR SCIENTIST – KEY PERSONNEL -

Subfactor A. Specialized Experience is approximately two times as important as B. General Experience and C. Education which are equal in importance.

C. SPECIALIZED EXPERIENCE:

Demonstrate specific experience of six (6) years in four (4) of the following areas:

(1) Analysis of T&E goals for submarine acoustic performance improvement, development of measurement system concept alternatives, and documentation of system level recommendations for large model T&E.

(2) Reviewing, evaluating and developing recommendations for acoustic measurement system hardware and software components.

(3) Development and verification of acoustic measurement system software for submarine model T&E.

(4) Publication of scientific treatises in the field of fluid dynamics with application to submarine hull, appendage and propulsor complex field flows.

(5) Acoustic measurement system/system component development and operational implementation for large model T&E.

(6) Structural acoustics technology applications to support submarine signature performance improvement.

(7) Development of technical support documentation for submarine hydrodynamic, hydroacoustic and structural acoustic programs.

(8) Conduct of acoustic sensor performance assessments in submarine noise fields.

B. GENERAL EXPERIENCE: Fifteen (15) years demonstrated experience in developing advanced technology related to submarine silencing. This should include recognized expertise/experience in a submarine acoustic signature area.

C. EDUCATION: a Bachelor's degree in Engineering, Physics, Mathematics, or Science, OR, 8 years additional experience.

4. ANALYST – KEY PERSONNEL-

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Subfactor A. Specialized Experience is approximately three times as important as B. General Experience and C. Education is least important.

D. SPECIALIZED EXPERIENCE:

Demonstrate specific experience of two (2) years in six(6) of the following areas:

(1) Reviewing and documenting submarine acoustic signature reduction technology development technical approaches for flow-related and damping treatments

(2) Development and implementation of submarine signature silencing product data bases.

(3) Review and evaluation of acoustic signature silencing documentation and development of recommendations for appropriate document disposition.

(4) Assessing and documenting submarine multi-disciplinary hydroacoustic signature R&D program technical progress.

(5) Developing submarine acoustic signature R&D and ship design program support documentation including POA&Ms and CDPs.

(6) Reviewing and documenting submarine hydroacoustic signature reduction technology integration technical approaches.

(7) Developing and documenting position papers on submarine multi-disciplinary hydroacoustic flow and damping design R&D issues.

(8) Developing and documenting model-scale T&E facility management support documentation for multi-disciplinary submarine acoustic design R&D projects.

B. GENERAL EXPERIENCE: Seven (7) years demonstrated experience in Navy program submarine silencing and ship acoustics RDT&E program management support.

C. EDUCATION: a Bachelor's degree in Engineering, Physics, Mathematics, or Science, OR, 8 years additional experience.

(B) NON-KEY PERSONNEL

Non-key personnel are less important than key- personnel

The offeror's proposed Non-Key Personnel will be evaluated based on the requirements of Section L and the demonstration that the offeror has the ability to provide Non-Key personnel who meet the stated qualifications and are available to work under the resultant contract.

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SECTION II – TECHNICAL UNDERSTANDING

TASK 1 AND TASK 2 ARE EQUAL AND THE MOST IMPORTANT, TASK 3 AND TASK 4 ARE EQUAL AND LESS IMPORTANT THAN TASKS 1 AND 2, TASK 5 IS THE LEAST IMPORTANT

The offeror's proposal in this area will be evaluated based on the degree to which the technical proposal demonstrates a clear understanding of the issues, principles, and practices associated with the SOW and demonstrates specific knowledge and understanding in each of the Five (5) task areas in the SOW as follows:

Task 1. The scientific, engineering, technical, managerial, and programmatic principles, issues and practices associated with accomplishment of multi-disciplinary advanced submarine hydro-acoustic signature RDT&E and support of submarine ship design. (SOW Task A).

Task 2. The scientific, engineering, technical, managerial, and programmatic principles, issues and practices associated with accomplishment of multi-disciplinary advanced submarine target strength signature RDT&E and support of submarine ship design. (SOW Task B).

Task 3. The scientific, engineering, technical, managerial, and programmatic principles, issues and practices associated with accomplishment of multi-disciplinary advanced submarine propulsor acoustic signature RDT&E and support of submarine ship design. (SOW Task C).

Task 4. The scientific, engineering, technical, managerial, and programmatic principles, issues and practices associated with large submarine model test facility development, operation and maintenance, the role of R&D planning documentation and large model structural acoustic test facility utilization. (SOW Task D).

Task 5. The scientific, engineering, technical, managerial, and programmatic principles, issues and practices associated with long range ship signature R&D program development. (SOW Task E).

SECTION III- CORPORATE EXPERIENCE

TASK 1 AND TASK 2 ARE EQUAL AND THE MOST IMPORTANT, TASK 3 AND TASK 4 ARE EQUAL AND LESS IMPORTANT THAN TASKS 1 AND 2, TASK 5 IS THE LEAST IMPORTANT

The Corporate Experience subfactor will be evaluated from narratives that demonstrate the scope and depth of experience during the past three (3) years in all five (5) of the Statement of Work (SOW) task areas listed below. Firms lacking past corporate experience for a specific task area will receive no credit for the respective task area. Specifics for each area can be found in the SOW section of this document.

Task 1. The scope, depth and volume of technical management analyses accomplished which have lead to the formulation and establishment of new technical initiatives and projects in the area of submarine hydroacoustic signature R&D; the scope depth and volume of submarine hydroacoustic signature R&D project issue analyses accomplished; the scope and depth of submarine hydroacoustic R&D project support documentation developed. (SOW Task A).

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Task 2. The scope, depth and volume of technical management analyses accomplished which have lead to the formulation and establishment of new technical initiatives and projects in the area of submarine TS signature R&D; the scope depth and volume of submarine TS signature R&D project issue analyses accomplished; the scope and depth of submarine TS R&D project support documentation developed. (SOW Task B).

Task 3. The scope, depth and volume of technical management analyses accomplished which have lead to the formulation and establishment of new technical initiatives and projects in the area of submarine propulsor signature R&D; the scope depth and volume of submarine propulsor signature R&D project issue analyses accomplished; the scope and depth of submarine propulsor R&D project support documentation developed (SOW Task C).

Task 4. The scope, depth and volume of technical management analyses accomplished which have lead to the formulation and establishment of new technical initiatives and projects in the area of Intermediate Scale Measurement System (ISMS) R&D; the scope depth and volume of submarine ISMS R&D project issue analyses accomplished; the scope and depth of submarine ISMS R&D project support documentation developed. (SOW Task D).

Task 5. The scope and depth of technical analyses accomplished in support of ship signature R&D long-range planning. (SOW Task E).

SECTION IV - PAST PERFORMANCE

ALL FACTORS ARE OF EQUAL IMPORTANCE.

The offeror's proposal shall be evaluated based on the demonstrated past performance in the following five areas:

1. Customer Satisfaction
2. Contract Compliance
3. Quality of Performance
4. Schedule Adherence
5. Cost Control

Past performance is required by FAR part 15 to be used to assess relative merit among proposals. The Government will evaluate the offeror's reputation for conforming to specifications and to standards of good workmanship, for accurately estimating and controlling costs, for adherence to contract schedules (including administrative aspects of performance), for reasonable and cooperative behavior and commitment to customer satisfaction and for having a business like concern for the interests of the customer. Be advised the Government may not contact all references or may seek/contact other references. Offerors with no past performance will not be evaluated favorably or unfavorably on past performance. For the particular offeror who lacks past performance history, the relative standing among offerors is based upon all other evaluation factors except past performance. Proposals will be given credit for good past performance, lose credit for poor past performance, and neither receive nor lose credit for no past performance.

Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's proposal and relative capability to meet performance requirements. Information may be obtained from the references listed in the proposal, and other customers known to the Government who may have useful and relevant information. Information will also be considered regarding any significant subcontractors. Evaluation of past

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performance will be based on consideration of all relevant facts and circumstances. The Government intends to award on initial offers received without discussions. However, if discussions are held, offerors determined to be in the competitive range will be given an opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review those reports.

SECTION V. MANAGEMENT PLAN

FACTORS 1 AND 2 ARE SLIGHTLY MORE IMPORTANT THAN 3.

Management capabilities shall be evaluated based on the following criteria:

1. Plan demonstrates adequate management structure
2. Plan demonstrates a system for effective control of cost and quality assurance.
3. Plan demonstrates direct lines of communication between working levels and top management such that potential problems can be averted through quick responsive management action.

SECTION VI. FACILITIES

Facilities will be evaluated based upon demonstration that the facilities in the offeror's proposal would be available for the work. Facilities will be scored based on whether the facilities to be made available adequately demonstrate the ability to support the tasks and how well they provide exceptional capabilities or cost savings potential.

Facilities should include capabilities for secure word processing and access to the internet wide area network for unclassified e-mail. Outstanding facilities will receive extra points.

Note: the offeror's facility must meet the location and SECRET security requirements set forth in the Mandatory Requirements Section.